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Hearing Date: December 5, 2008 at 10:00 am  
Objection Deadline: December 3, 2008 at 5:00 p.m.

and

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DIVISION OF VIRGINIA  
RICHMOND DIVISION

In re:

Circuit City Stores, Inc.,  
et al.,

Debtors.

Chapter 11

Case No. 08-35653 (KRH)

Jointly Administered

**MOTION OF SHOPPING.COM FOR (1) ADEQUATE ASSURANCE OF PAYMENT,  
(2) CONFIRMATION THAT ALL POST-PETITION SERVICES PROVIDED TO THE  
DEBTORS BY SHOPPING.COM SHALL BE TREATED AS ALLOWED  
ADMINISTRATIVE CLAIMS OR, ALTERNATIVELY (3) IN FAILING TO PROVIDE  
SUCH RELIEF, GRANTING SHOPPING.COM IMMEDIATE RELIEF FROM STAY  
TO CEASE PROVIDING ANY SERVICES TO DEBTORS  
AND  
NOTICE OF MOTION AND NOTICE OF HEARING**

Shopping.com, Inc., a subsidiary of the eBay Inc. ("Shopping.com"), by and through its undersigned counsel, respectively submits this motion (the "Motion") for entry of an order compelling Circuit City, *et. al.* (the "Debtors") to (1) provide Shopping.com adequate assurance

of post-petition payments with regard to that certain Merchant Participation Agreement (defined below) and (2) confirm that all post-petition Services (defined below) provided to the Debtors pursuant to the terms of the Merchant Participation Agreement are treated as administrative expense priority claims pursuant to 11 U.S.C. §§507(a)(2) and 503 (a) and (b), without requiring Shopping.com to file an administrative claim and without the necessity of further Court approval or orders. In the event that the Court declines to provide Shopping.com with assurance of payment and assurance of administrative expense priority for its post-petition services, Shopping.com should be granted immediate relief from stay, pursuant to 11 U.S.C. §362(d)(1), to cease providing Services to the Debtors. In support of this Motion, Shopping.com respectfully represents as follows:

**PRELIMINARY STATEMENT**

1. Shopping.com is in the business of providing online comparison shopping to consumers by making available to them a comprehensive set of products from thousands of stores from across the internet. For merchant customers like the Debtors, Shopping.com allows them to list products for sale on Shopping.com, for free, and only pay a fee to Shopping.com when Shopping.com drives a lead (a consumer “click”) to the Debtors’ website for a possible sale (“Services”). Shopping.com offers one of the highest conversion to sale rates in the industry and provides one of the most productive and efficient online channels available, in part, because the site has over 20 million unique visitors per month. Merchant customers like the Debtors, work with their Shopping.com account managers to “optimize” consumer traffic to the merchant customer’s site to control the types of sales leads that it will receive from Shopping.com allowing merchants to control costs and tailor sales strategy.

2. On or about May 14, 2003 DealTime, Inc.<sup>1</sup> and the Debtors entered into that certain “Terms and Conditions of Merchant Participation” agreement (“Merchant Participation Agreement”) by which Shopping.com agreed to provide the Services to the Debtors. The Services are provided in exchange for monthly payments, in arrears, from the Debtors pursuant to the terms of a payment schedule selected by the Debtors. Because the terms of the Merchant Participation Agreement are confidential and include proprietary information, Shopping.com has concurrently filed a motion with the Court seeking authority to allow Shopping.com to file the Merchant Participation Agreement under seal.

3. On November 10, 2008 (“Petition Date”), the Debtors filed a voluntary petition under Chapter 11 of the Bankruptcy Code. As of the Petition Date, the Debtors owe Shopping.com approximately \$702,672.84 (“Pre-Petition Arrears”) on account of Services provided to the Debtors for the months of August, September and October 2008, plus the first 10 days of November 2008. A true and correct summary of the Pre-Petition Arrears are set forth in the invoice summaries attached hereto as Exhibit A. The Services provided to the Debtors pursuant to the Merchant Participation Agreement include leads and traffic driven through the Shopping.com site from other online traffic networks (“Third Party Vendors”). Shopping.com pays a fee to these Third Party Vendors for the traffic sent to Shopping.com’s website which traffic becomes “leads” or potential customers sent to the Debtors. Shopping.com in turn pays the Third Party Vendors a percentage of the fees Debtors’ owe Shopping.com. Consequently, if the Debtors do not pay their invoices, Shopping.com must pay, out of its own pocket, these third party obligations which can range up to 90% of the fees Debtors owe Shopping.com. If Debtors do not pay Shopping.com’s invoices (again, a large portion of which reimburse Shopping.com

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<sup>1</sup> In 2004, DealTime, Inc. was merged into Shopping.com and was later acquired by eBay in 2005.

for Third Party Vendor fees), Shopping.com's losses (lost revenue from Debtors, plus unreimbursed cash payments to Third Party Vendors) can combine to increase Shopping.com's exposure to almost two times the amount of each of the Debtors' unpaid invoices.

4. Shopping.com is informed and believes that the Debtors desire it to continue receiving the Services post petition. Shopping.com believes that the Services are critical to the Debtors' post petition operations by materially increasing the Debtors' internet sales and thereby adding value to the Debtors' estates. For the 12 month period prior to the Petition Date (commencing with November 2007), the Debtors' total invoices were approximately \$3,060,000 with an average monthly invoice from Shopping.com equal to approximately \$225,000. Based on this average, Shopping.com estimates that the Debtors' monthly post petition obligation for the Services will be approximately \$250,000. Because of the 30 day net billing cycle under the Merchant Participation Agreement, Shopping.com finds itself contractually required to extend as much as \$450,000 in post-petition credit to the Debtors without the slightest assurance that it will be paid by the Debtors or that Shopping.com will have an allowed administrative claims for providing post petition Services. Stated another way, Shopping.com is being compelled to finance the Debtors' post petition operations and pay cash to Third Party Vendors for this traffic, without any certainty of payment from the Debtors.

5. Shopping.com is filing this Motion because it wants to make sure it will be paid for its provision of post petition Services and to get Court confirmation that the Services shall be treated as administrative priority claims pursuant to 11 U.S.C. §§507(a)(2) and 503 (a) and (b) without the necessity of filing an administrative claim or establishing, at some later date, that the Services are entitled to be treated as allowed administrative claims. Shopping.com is concerned that (a) the Debtors may not have adequate post petition capital to pay for the Services, and (b)

the Debtors, or some other party in interest, may object at some time in the future to paying Shopping.com for its post petition provision of Services. It is inequitable for Shopping.com, by virtue of its executory contract with the Debtors, to be compelled to provide post petition Services to the Debtors without assurance that it will be paid, in full, for the Services. If such assurance and certainty of payment cannot be promptly provided to Shopping.com, the Court should immediately excuse Shopping.com from providing any post petition Services to the Debtors and grant it relief from the automatic stay.

### **LEGAL ANALYSIS**

#### **A. Debtors Must Provide Shopping.com With Adequate Assurance Of Payment**

6. The Merchant Participation Agreement is an executory contract, as obligations remained owing on both sides such that any failure to perform those obligations will result in a material breach. *In re Suterra Corporation*, 361 F.3d 257, 264 (4<sup>th</sup> Cir. 2004). Bankruptcy Code section 365(d) allows the Debtors to defer their decision to assume or reject the Merchant Participation Agreement until confirmation of a plan. Pending assumption, the general rule is that the non-debtor party is required to perform under the contract, even though the debtor may not be current in its post petition obligations to the non-debtor party.

7. Under the circumstances of this case and in light of the stark economic realities that helped drive the Debtors into Chapter 11, it is unfair and inequitable to require Shopping.com to wait to see if its invoices will be paid and require it to provide services to the Debtors without any assurance it will be paid. Because invoices to the Debtors are paid in arrears, Shopping.com could be exposed to as much as \$450,000, or more, in open post-petition invoices during the busy holiday season. For example, Services provided in November are billed in early December and payment is not required until 30 days thereafter. Therefore, if payment is

not timely made on the November invoices, both November and December invoices would be at risk. In addition, Shopping.com buys traffic for the Debtors and must honor its obligations to Third Party Vendors by paying Shopping.com's invoices for traffic purchased on behalf of the Debtors' estates (essentially a cost of goods component of the charges which Debtors instruct Shopping.com to incur on Debtors' behalf.) As adequate assurance to Shopping.com, the Debtors' financial circumstances mandate that the timing of these payments be adjusted, that Shopping.com be allowed to cease incurring third party charges on Debtors' behalf and/or that Shopping.com be provided assurance of payment.

8. Shopping.com is clearly within its rights in demanding assurance of payment from the Debtors. New York law, which governs the Merchant Participation Agreement (Merchant Participation Agreement, at ¶ 17), applies UCC §2-609 rules of adequate assurance to common law of contracts where the contract at issue does not involve the sale of goods. *Norcon Power Partners, L.P. v. Niagara Mohawk Power Corp.*, 92 N.Y.2d 458, 682 N.Y. 2d 664 (1998) (concluding that a party does have the right to demand "adequate assurance of future performance when reasonable grounds arise to believe that the other party will commit a breach by non-performance of a contract governed by New York law, where the other party is solvent and the contract is not governed by the U.C.C."); *In re Asia Global Crossing, Ltd.*, 326 B.R. 240, 249 (Bankr. S.D. N.Y. 2005) (Discussing the application of anticipatory repudiation in context of a debtor's anticipated non-performance of a contract). "[T]he general rule is that one party to a contract need not trust the credit of the other party whom he or she discovers to be insolvent, despite an agreement to do so." *See*, Williston on Contracts §43:29 (4<sup>th</sup> ed).

9. In light of the Debtors' Pre-Petition Arrears, its material obligations to other pre-petition creditors that exceeds \$500 million and the downturn in the overall US and world

economy, Shopping.com has good reason to be concerned about being paid for its Services.

Shopping.com should not be forced into the position of providing involuntary unsecured credit to the Debtors.

10. Shopping.com is not demanding, at least at this time, that the Debtors make a determination whether to assume or reject the Merchant Participation Agreement. Shopping.com understands that at this early stage of the Debtors' case, such a request may be premature.

11. Instead, Shopping.com does demand that the Debtors (a) enroll in a Shopping.com "manual funding plan" whereby the Debtors deliver a pre-payment to Shopping.com in any amount that the Debtors so desire, which pre-payment will be reduced by actual charges accrued by Shopping.com for Services delivered to the Debtors (this payment method is referred to as "MFP")<sup>2</sup> and (b) pay, current, all post-petition arrears due and owing prior to enrollment into a MFP. Pursuant to the MPF payment method, when "click-through fees" and other charges owing to Shopping.com reach the pre-payment amount, Debtors' content (like any other merchant on an MPF payment plan) will be removed from the Shopping.com site and will not be re-listed until Debtors manually request that Shopping.com re-list its content by replenishing the prepayment amount. Upon a successful replenishment (in the amount selected by Debtors), Debtors' content will be re-posted on the Shopping.com Site. Like any other merchant on an MPF payment plan, in the event that the Debtors fail to replenish their MFP pre-payment, Shopping.com would be authorized, without further order of the Court, to immediately cease all of its post petition performance under the Merchant Participation Agreement, until such time, if ever, that as the Debtors' elect to replenish their MFP pre-payment.

12. As an alternative to the MFP, the Debtors shall (a) deliver to it a cash deposit, to act as a guarantee of future payments for Services provided post-petition, in the amount of

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<sup>2</sup> MFP is the payment method used by most of Shopping.com's other merchants.

\$225,000 ("Deposit"), a sum equal to the Debtors' anticipated monthly post petition invoices and (b) pay, current, all post-petition arrears due and owing prior to delivery of the Deposit. In conjunction with delivery of the Deposit, and in order to help reduce Shopping.com's role as in involuntary financier of the Debtors' post petition operations, Shopping.com shall: (x) shorten the billing cycle from 30 days to 15 days, with Shopping.com issuing invoices on the first and fifteenth day of each month; (y) require the Debtors deliver full payment of each invoice to Shopping within seven (7) calendar days from the date of issuance of each invoice; and (z) in the event that the Debtors fail to make timely and/or complete payment of any post-petition invoice, Shopping.com would be authorized, without further order of the Court, to (i) apply the Deposit to all unpaid post petition invoices and (ii) immediately cease all of its post petition performance under the Merchant Participation Agreement, until such time, if ever, that as the Debtors become post petition current and replenish any portion of the Deposit that has been applied to a post-petition default. If the Debtors fail to cure a post-petition default within twenty (20) calendar days of the date of an invoice (including replenishing the Deposit), Shopping.com would be granted, in its sole discretion, immediate relief from the automatic stay to terminate the Merchant Participation Agreement without further notice to the Debtors and without need of a further order from the Court.

13. The relief set forth above is not unfair or particularly burdensome to the Debtors. It provides Shopping.com with increased certainty that it will be paid for its post petition Services and provides some assurance that Shopping.com will not be forced to extend unsecured credit to the Debtors for long periods.



**B. Shopping.com Must Be Assured Of An Allowed Administrative Claim, Pursuant to Sections 507(a)(2) and 503(a) and (b), For All Post-Petition Services**

14. All Services provided by Shopping.com constitute administrative expenses that must be paid in full. That, however, does not guarantee that they will be afforded administrative priority if otherwise challenged. In the Fourth Circuit, in order for a claim to qualify as an administrative expense under Bankruptcy Code §§507(a)(2) and 503(b)(1)(A), it must (a) arise out of post petition transaction(s) between the creditor and the debtor-in-possession and (b) the consideration supporting the claimant's right to payment must be beneficial to the debtor-in-possession in the operation of its business. *See, In re Merry-Go-Round Enterprises Inc.*, 180 F.3d 149, 157 (4<sup>th</sup> Cir. 1999) (evaluating claim of landlord); *In re Stewart Foods Inc.*, 64 F.2d 141, 145 (4<sup>th</sup> Cir. 1995). Typically, the central inquiry in these cases is whether the estate has received an “*actual benefit*”, a “concrete” benefit, rather than a measurement of the existence and/or extent of the creditor’s loss. *Ford Motor Credit Co. v. Dobbins*, 35 F.3d 860, 866- 867 (4<sup>th</sup> Cir. 1994) (emphasis in original) (Undersecured creditor not entitled to administrative claim for debtors’ opportunity to market real property for sale).

That which is actually utilized by a Trustee in the operation of a debtor's business is a necessary cost and expense of preserving the estate [under §503(b)] and should be accorded the priority of an administrative expense. That which is thought to have some potential benefit, in that it makes a business more likely salable, may be a benefit but is too speculative to be allowed as an “actual, necessary cost and expense of preserving the estate.”

*Dobbins*, at 867, quoting, *Broadcast Corp. v. Braodfoot (In re Subscription Television)* 789 F.2d 1530, 1532 (11<sup>th</sup> Cir. 1986) (Concluding that although a creditor, Broadcast, was contractually required to provide television signals to debtor’s estate, post-petition, creditor was entitled to

administrative priority for maintaining the signal's availability only for time period actually used by estate and not for the time period where estate had the right to use, but did not use the signal).

15. There can be no dispute that Shopping.com satisfies the first prong of the test: it is contractually obligated to provide Services to the Debtors, post petition, and is presently doing so. As to the second prong, Shopping.com is providing actual benefits to the estate; Debtors are charged only after an actual internet user, a real person, has chosen to click on Debtors' information on the Shopping.com website and be transferred to Debtors' website to evaluate merchandise sold by the Debtors. These actual visitors to Debtors' on-line store are actually shopping for goods and are known to convert into sales at a higher rate than random visitors, which is why the Debtors and Shopping.com's other merchant customers chose to pay for these consumers.

16. If the Debtors, or some other party in interest, believes that the Services are not actually beneficial to the Debtors, they should speak up now so Shopping.com can cease being contractually compelled to provide not only the Services, but also forced to incur direct out of pocket costs on Debtors' behalf to Third Party Vendors. Absent an order from this Court assuring Shopping.com that the Service it provides will be unquestionably treated as administrative expense priority claims, Shopping.com must be relieved of its duty to perform, post-petition, under the Merchant Participation Agreement. Any other result will leave Shopping.com exposed to Monday morning allegations by 'a party in interest' seeking to reduce the administrative expenses of the estate. It is unfair and inequitable for Shopping.com to be held captive to the provisions of the Merchant Participation Agreement without the certainty of an order from this Court making it clear that the Services have provided an "actual benefit" to

the Debtors' estate and that all post petition fees are allowed administrative expenses under Bankruptcy Code §§507(a)(2) and 503(b)(1)(A).

**C. If The Court Is Not Inclined To Provide Shopping.com With Assurance of Payment And Administrative Priority For All Fees Related To The Services, Shopping.com Should Be Granted Relief From The Automatic Stay Pursuant to Section 362(d)(1) Of The Bankruptcy Code, To Terminate Merchant Participation Agreement.**

17. Section 362(d)(1) of the Bankruptcy Code provides, in relevant part:

On request of a party in interest and after notice and hearing, the court shall grant relief from the automatic stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay -

(1) for cause, including lack of adequate protection of an interest of property of such party in interest; ...

11 U.S.C. § 362(d)(1).

18. The United States Court of Appeals for the Fourth Circuit has stated that, “[b]ecause the Bankruptcy Code provides no definition of what constitutes ‘cause’ the courts must determine when discretionary relief [from the automatic stay] is an appropriate on a case-by-case basis.” *Claughton v. Mixson (In re Mixson)*, 33 F.3d 4, 5 (4<sup>th</sup> Cir. 1994) (citing *Robbins v. Robbins (In re Robbins)*, 964 F.2d 342, 345 (4<sup>th</sup> Cir. 1992). See also, *In re Robinson*, 169 B.R. 356 (E.D.Va. 1994); *In re Ewald*, 298 B.R. 76 (Bankr. E.D.Va. 2002).

19. In deciding whether “cause” has been shown, the bankruptcy court must balance the potential hardship that will be incurred by the party seeking relief if the automatic stay is not lifted, against the potential prejudice to the debtor and the debtor’s estate.” *Robinson*, at 359; see also, *Ewald*, at 80.

20. In the Debtors' case, should the Court determine that Shopping.com is not entitled to be provided with adequate assurance of payment and certainty that its post-petition claims will be treated as an allowed administrative claim, Shopping.com submits that "cause" exists to grant Shopping.com immediate relief from the automatic stay to terminate the Merchant Participation Agreement.

21. The potential hardship that will be incurred by Shopping.com, if the automatic stay is not lifted to allow it to terminate the Agreement, outweighs any potential prejudice to Debtors. Without relief from the stay, Shopping.com will be forced to (i) continue to perform under a contract that the Debtors are unwilling, and perhaps unable, to pay for; and (ii) pay, out of pocket, for internet traffic from Third Party Vendors on Debtors' behalf. Meanwhile, the Debtors will continue to enjoy the Service Shopping.com is compelled to provide and the predictable sales it provides, while, ironically, be in a position to assert that the Services do not provide an "actual benefit" to their estates.

22. Shopping.com should not find itself in the same position of the service provider in *In re Subscription Television*, (i) forced to provide services under a contract, without certainty of payment and (ii) have its claim for post-petition services not allowed in full under Bankruptcy Code §§507(a)(2) and 503(b)(1)(A).

### **CONCLUSION**

WHEREFORE, for the reasons set forth herein, Shopping.com respectfully requests that this Court enter an Order (a) providing Shopping.com adequate assurance of post-petition payments with regard to the Merchant Participation Agreement by requiring the Debtors to pay, in full, for all outstanding post-petition Services and, concurrently deliver (i) a pre-payment to

Shopping.com under a MFP, or (ii) the Deposit to Shopping.com and revising the payment credit terms as described above, (b) confirming that all post-petition Services provided to the Debtors pursuant to the terms of the Merchant Participation Agreement are treated as allowed administrative priority expense claims pursuant to 11 U.S.C. §§507(a)(2) and 503 (a) and (b), without requiring Shopping.com to file an administrative claim and without the necessity of further Court approval or orders, and, alternatively, (c) granting Shopping.com relief from the automatic stay, to terminate the Merchant Participation Agreement, if the Court does not approve the foregoing relief.

**NOTICE OF MOTION AND NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** Shopping.com, Inc. has filed the above Motion in this case. *Your rights may be affected.* You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one). If you do not want the Court to grant the relief sought in the motion, or if you want the Court to consider your views, then on or before two (2) business days before the hearing referenced below that has been scheduled on the motion, you or your attorney must:

1. File with the Court, at the address shown below, a written response. If you mail your response to the court for filing, you must mail it early enough so that the court will receive it on or before the date stated above.

2. Your mailing should be directed to:

Clerk of the Court  
United States Bankruptcy Court  
701 E. Broad Street  
Suite 4000  
Richmond, VA 23219

3. You must also mail a copy to:

Michael A. Condyles, Esq.  
Kutak Rock, LLP  
1111 East Main Street, Suite 800  
Richmond, VA 23219

Robert B. Van Arsdale, Trustee  
Office of the U. S. Trustee  
701 East Broad Street, Suite 4304  
Richmond, VA 23219

4. You must also attend the hearing to consider the relief sought in addition to filing a written objection. If you fail to file timely a written response and to attend the hearing, the Court may consider any objection you may have waived and enter an Order granting the relief requested. The hearing is scheduled for **December 5, 2008 at 10:00 a.m.**, at the United States Bankruptcy Court, 701 E. Broad Street, Courtroom 5000, Richmond, VA 23219.

**PLEASE TAKE FURTHER NOTICE THAT** in accordance with the terms of the Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures entered November 13, 2008, the notice and objection periods stated therein will control and the notice provisions of Local Bankruptcy Rule 4001(a)-1 are hereby waived.

**SHOPPING.COM**

By: /s/ Michael A. Condyles  
Counsel

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Counsel for Shopping.com

**CERTIFICATE OF SERVICE**

I hereby certify under penalty of perjury that on November 25, 2008, I caused to be served a copy of the foregoing by ECF notification and/or first-class mail postage prepaid to the following:

SEE THE ATTACHED LIST

/s/ Michael A. Condyles

Circuit City Stores, Inc  
Core Group Service List

NAME	ATTENTION	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	Email	Party/Function
CIRCUIT CITY STORES, LLC	REGINALD D. HEDGECOTH STATE CORPORATION COMMISSION	9950 MAYLAND DRIVE		RICHMOND	VA	23233		804-486-4000	804-527-4164		Debtor
COMMONWEALTH OF VIRGINIA CORPORATE SALES AND USE EMPLOYER WITHHOLDING AND LITTER TAX	VIRGINIA DEPARTMENT OF TAXATION	TYLER BUILDING	1300 E MAIN STREET	RICHMOND	VA	23219		804-371-9961	804-371-9734		Government Agency
DEPARTMENT OF JUSTICE CIVIL DIVISION	ATTN: DIRECTOR	3600 WEST BROAD STREET COMMERCIAL LITIGATION BRANCH	P O BOX 875	RICHMOND	VA	23230-4815		804-367-8031	804-254-6111		Government Agency
ENVIRONMENTAL PROTECTION AGENCY		1650 ARCH STREET		WASHINGTON	DC	20044		202-514-1164	202-307-0494		Government Agency
ENVIRONMENTAL PROTECTION AGENCY	DIANA SAENZ OFFICE OF GENERAL COUNSEL	1200 PENNSYLVANIA AVENUE NW	SUITE 4209	PHILADELPHIA	PA	19103-2029		215-814-2625	215-814-3006		Government Agency
ENVIRONMENTAL PROTECTION AGENCY	MR ROBERT J DUFFY ATTN L LORELLO	U S EPA MAILCODE 231TR	1300 PENNSYLVANIA AVENUE, N.W.	WASHINGTON	DC	20004		202-272-0161	202-301-0461		Government Agency
FT CONSULTING, INC	MR STEPHEN COULOMBE	400 N 8TH STREET BOX 76	200 STATE STREET, 2ND FLOOR	BOSTON	MA	02109		617-897-1500	617-897-1510		Financial Advisors
INTERNAL REVENUE SERVICE	ATTN LINDA K MYERS ESQ	700 E RANDOLPH DR		RICHMOND	VA	23219		804-916-8064	804-916-8198		Government Agency
KIRKLAND & ELLIS LLP		2335 ALASKA AVENUE		CHICAGO	IL	60601		312-561-2200			Counsel to Debtors
KURTZMAN CARSON CONSULTANTS LLC	EVAN GERSHBEIN PETER J BARRETT	1111 EAST MAIN STREET	SUITE 800	EL SEGUNDO	CA	90245		310-823-9000	310-823-9133		Claims Agent
KUTAK ROCK LLP	ATTN BRUCE MATSON ESQ ATTN: DION W HAYES	RIVERFRONT PLAZA E TOWER 901 E CARY ST		RICHMOND	VA	23219		804-343-5231	804-783-6192	<a href="mailto:peter.barrett@kutakrock.com">peter.barrett@kutakrock.com</a>	
LECLAIR RYAN MCGUIREWOODS, LLP	KAREN CORORY, ESQ.	NAAG BANKRUPTCY COUNSEL	8TH FLOOR	RICHMOND	VA	23219		804-715-1000	804-715-1061		Counsel for DIP Agents Debtor's Local Counsel
NATIONAL ASSOCIATION OF ATTORNEYS GENERAL	BOB McDONNELL	STATE OF VIRGINIA	900 E MAIN ST	WASHINGTON	DC	20036		202-326-6025	202-331-1421	<a href="mailto:kcorory@naag.org">kcorory@naag.org</a>	Government Agency
OFFICE OF THE ATTORNEY GENERAL	ROBERT B VAN ARSDALE	1111 EAST BROAD STREET, 4TH FLOOR		RICHMOND	VA	23219		804-786-2011	804-786-1991		Government Agency
OFFICE OF THE SECRETARY OF THE COMMONWEALTH	RICHMOND, VIRGINIA OFFICE	701 E BROAD ST.	SUITE 4304	RICHMOND	VA	23219-1888		804-786-2441	804-371-0011		Government Agency
OFFICE OF THE U.S. TRUSTEE		600 EAST MAIN STREET, SUITE 301		RICHMOND	VA	23219		804-771-2310	804-771-2330		Government Agency
OFFICE OF THE UNITED STATES TRUSTEE		10100 SANTA MONICA BLVD		RICHMOND	VA	23219		804-771-2310	804-771-2330		United States Trustee Counsel for The Official Committee of Unsecured Creditors
PACHULSKI STANG ZIEHL & JONES LLP	JEFFREY N POMERANTZ ESQ	111TH FL		LOS ANGELES	CA	90061-4100		310-271-6910	310-201-0760	<a href="mailto:jpomerantz@pszlaw.com">jpomerantz@pszlaw.com</a>	Creditors Counsel for The Official Committee of Unsecured Creditors
PACHULSKI STANG ZIEHL & JONES LLP	ROBERT J FEINSTEIN ESQ	180 THIRD AVE 36TH FL		NEW YORK	NY	10011		212-561-7700	212-561-1771	<a href="mailto:feinstein@pszlaw.com">feinstein@pszlaw.com</a>	Creditors Counsel to Debtor Lenders/Counsel to Position Lenders
RIEMER & BRAUNSTEIN LLP	DAVID S BERMAN	THREE CENTER PLAZA, 6TH FLOOR		BOSTON	MA	02108		617-523-9000	617-880-3456		Government Agency
SECRETARY OF TREASURY SECURITIES & EXCHANGE COMMISSION	ATTN: BANKRUPTCY UNIT NATHAN FUCHS, ESQ.	15TH & PENNSYLVANIA AVENUE, N.W		WASHINGTON	DC	20020		202-622-2000	202-622-6415		Government Agency
SECURITIES & EXCHANGE COMMISSION	PATRICIA SCHRAGE, ESQ.	15TH & PENNSYLVANIA AVENUE, N.W		WASHINGTON	DC	20020		202-942-0900	202-942-9625		Government Agency
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP	ATTN: GREGG M. GALARDI	NEW YORK OFFICE	233 BROADWAY ON	NEW YORK	NY	10279		646-428-1883	646-428-1979		Government Agency
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP	GREGG M GALARDI, ESQ	ONE RODNEY SQUARE	P O BOX 636	WILMINGTON	DE	19899-0636		302-651-3000	302-651-3001		Debtor's Counsel
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP	TIMOTHY G. POHL, ESQ.	IAN S. FREDERICKS, ESQ	ONE RODNEY SQUARE 333 WEST WACKER DRIVE	WILMINGTON	DE	19899-0636		302-651-3000	302-651-3001		Counsel to Debtors
TAVENNER & BERAN PLC	LYNN L TAVENNER ESQ PAULA S BERAN ESQ	20 N EIGHTH ST 2ND FL	SUITE 2000	CHICAGO	IL	60606		312-407-0700	312-407-0411	<a href="mailto:ltaenner@tb-lawfirm.com">ltaenner@tb-lawfirm.com</a> <a href="mailto:pberan@tb-lawfirm.com">pberan@tb-lawfirm.com</a>	Counsel to Debtors Counsel for The Official Committee of Unsecured Creditors





**Shopping.com**

Shopping.com.  
8000 Marina Blvd., 3rd Floor  
Brisbane, CA 94005

Circuit City Inc  
Nancy Moore  
9954 Mayland Dr.  
Richmond VA 23233

### Customer Statement

**Statement Date**

**11/11/2008**

**Paying Currency**

**USD**

**Customer Id**

**9270**

As of 11/11/2008

Doc. No	Doc. Date	Doc. Type	Payment Term	Document Amount
<b>Circuit City Inc</b>				
90494159	05/30/2008	Customer Invoice	Net due in 30 days	154,10-
90629832	09/01/2008	Customer Invoice	Net due in 30 days	227,820.12
90674930	10/01/2008	Customer Invoice	Net due in 30 days	216,455.98
90708448	11/01/2008	Customer Invoice	Net due in 30 days	214,423.00

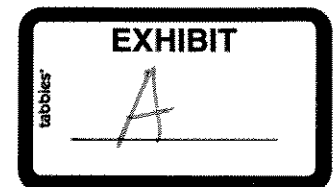
Balance on key date 11/11/2008  
658,545.00

NOTE: All open payments from prior months are combined into a single open payment balance in the current month.

Payment Information  
Please remit checks to:  
Shopping.com  
Dept. 9354

Remit wires to:  
Wells Fargo Bank  
ABA#: 121000248

Remit via Credit Card:  
Online at <https://merchants.shopping.com>  
Or complete the following and FAX to 650-616-6510.





Shopping.com.  
8000 Marina Blvd., 3rd Floor  
Brisbane, CA 94005

# Invoice

## Billing Address

Circuit City Inc  
Nancy Moore  
9954 Mayland Dr.  
Richmond VA 23233

Customer ID: 9270

## Information

Document Number 90725711  
Document Date 11/10/2008  
PO No. N/A  
PO Date  
Sales Order Number 649823  
Payment Terms Net due in 30 days  
Billing Date 11/10/2008  
Paying Currency USD

1 of 1

## Invoice Details

Item	Description	Quantity		Amount
0010	Clicks Throughs For NOVEMBER 2008	60,538		44,127.84
			<b>Total Amount</b>	USD 44,127.84
	Service charge of 1.5% per month will be added to invoices over 30 days. Thank you for your business.			

### Payment Information

Please remit checks to:

Shopping.com  
Dept. 9354  
Los Angeles, CA 90084-9354  
Attn: Accounts Receivables

Remit wires to:

Wells Fargo Bank  
ABA#: 121000248  
A/C Name: Shopping.com.  
A/C#: 4100155746

International wire: Please indicate in  
reference section "No Fee for Beneficiary"

Remit via Credit Card:

Or complete the following and FAX to 650-616-6510.

Credit Card number: \_\_\_\_\_  
Card Type: \_\_\_\_\_ CV Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_  
Card Holder Name: \_\_\_\_\_

Authorized signature: \_\_\_\_\_